

STATE OF NEW JERSEY  
HEATING SYSTEM IMPROVEMENT  
DEALER/SERVICE CONTRACT ASSURANCES

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

In connection with the performance of work under the Low Income Home Energy Assistance Program, the above- cited Dealer/Service Company (hereinafter referred as the Contractor) assures the State of New Jersey that he/she shall:

1. Provide only those program services specifically authorized, unless he/she receives permission from the Local Government/Community Action Agency to delete and/or add services.
2. Professionally complete all authorized services within one week following the receipt of the letter of authorization.
3. Achieve and submit to the agency in writing the following minimum performance standards:
  - a. If an oil-fired unit, a steady-state efficiency of 80% or more, a reading of one or less on the Bacharach smoke scale, a minimum carbon dioxide reading of 10.5%, and a carbon monoxide reading of no greater than 100 ppm in the flue.
  - b. If a gas fired unit, a rating in the Gas Appliance Manufacturers Association Customer Directory of Certified Efficiency Rating of no less than 77.5% AFUE, and a post installation test standard of no greater than 9% O<sub>2</sub>, and carbon monoxide reading of no greater than 100 ppm in the flue.

Gas units that require a higher oxygen reading, per the manufacturer's instructions, are acceptable but must be documented in the form of a letter from the manufacturer and /or the installation specifications.

4. Hold harmless the State of New Jersey and the Local Government/Community Action Agency with respect to any damages or liabilities arising from any conduct performed by the Contractor or his/her staff. In the event that any litigation arises due the conduct from the Contractor, the Contractor shall hold harmless the State of New Jersey and the Local Government/Community Action Agency pursuant to these program assurances. The Contractor shall maintain insurance to sufficiently

cover any and all damages that may result from the Contractors participation in this program, including General Liability Insurance (with completed operation coverage) in an amount not less than \$500,000 for each occurrence of bodily injury and \$500,000 for each occurrence of property damage, and shall ensure that the State of New Jersey and its officers, employees and agencies are named as insured parties under any such insurance policy. Workmen's compensation coverage is also required, unless the contractor is the sole proprietor in which case, self-protection coverage is sufficient. The Contractor shall provide a certificate of said insurance coverage to the Agency prior to initiation of services for the Heating System Replacement Program.

5. Acquire any and all necessary permits and submit a copy to the agency before proceeding with any authorized service. Insure that the completed installation complies with all applicable laws, ordinances, and codes of the local, state and federal governments, and is in compliance with safety standards of local code authorities and/or public utilities.
6. Agree to meet minimum performance standards as outlined in 3a and b, before requesting payments for a heating system installation.
7. Agree to service his/her workmanship and materials free of charge for a period of one year after the installation of such materials (one year parts and labor warranty). Shall follow-up on any complaints associated with Heating System Replacement services provided for the Program within (5) calendar days except when the complaint is of no heat, which shall be followed-up within 24 hours of notification.

The Contractor hereby certifies that the statements made in these assurances shall be complied with and that the person whose signature appears below is the authorized representative of the Contractor.

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer